ers v. *Waters,* 124 Ga. 349, 52 S. E. 425; *Chicago City Ry. Co.* v. *Gen'l Elec. Co.,* 74 Ill. App. 465; 4 POMEROY, EQ. JURIS., Ed. 3, § 1363. As a general rule, in the case of a suit on a bond or non-negotiable note, alleged to have been obtained by fraud, an injunction will not be granted, because the remedy at law is considered adequate. *Cage* v. *Cassidy,* 23 How. 109, 16 L. ed. 430; *Grand Chute* v. *Winegar,* 15 Wall. 373, 21 L. ed. 174; *Crane* v. *Bunnell,* 10 Paige 333. But in *Leigh* v. *Clark,* 11 N. J. Eq. 110, an injunction was granted on the ground that a suit at law on a specialty could not be defended by pleading that the bond was obtained by fraudulent misrepresentation. See, also, *Fidelity Mut. Life Ins. Co.* v. *Blain,* 144 Mich. 218, 107 N. W. 877. In 1865, in *Dougherty* v. *Scudder,* 17 N. J. Eq. 248, it was held that injunction would not lie to restrain proceedings at law by the bona fide holder of a note, on the ground of fraud, since that defence was available at law. Later, in *Henwood* v. *Jarvis,* 27 N. J. Eq. 247, it was said that where the question is one of fraud and the interests involved are of great magnitude and the answers do not satisfy the court that injustice would not be done the complainant if he were not permitted to pursue his application for relief in equity, the court will not remit him to a court of law, when the question can be examined better in equity. The following cases support the principal case, on the ground that the remedy by defence at law is not entirely adequate, for the instrument, being negotiable, may become the foundation for other suits and the person liable thereto be greatly harassed. *Warner* v. *Armstrong,* 21 Wkly. Law Bul. (Ohio) 124; *Adams* v. *Ball* (Miss.), 5 South. 1090; *Henshaw* v. *Atkins,* 2 Root (Conn.) 7. On the contrary, in *Hardy* v. *First Nat. Bank,* 46 Kan. 88, 26 Pac. 423, it was held that the petition for an injunction of a suit on notes on the ground of fraud and for a cancellation of the notes, disclosed a good defense to suits on the notes, and that the complainant was not entitled to an injunction.

INSANE PERSONS—CONVEYANCES.—Plaintiff, having sold certain real property to defendant Kerrick, who in turn sold it to defendant Tabb, brought this action to obtain cancellation of the deed made by him to Kerrick and of that made by Kerrick to Tabb, because of insanity on the part of plaintiff, together with inadequate consideration, *Held,* (1) that the deed of a person of unsound mind will not be set aside as against a subsequent bona fide purchaser, without notice, even though he purchases from a first purchaser, who is charged with notice; (2) that the remedy granted must take the form of a judgment against the original grantee for the difference between the price paid by him and the reasonable market value of the land. *Campbell* v. *Kerrick* (1911), — Ky. —, 134 S. W. 186.

The weight of authority is undoubtedly in favor of the rule that deeds of persons, in fact insane, but not so adjudged, are voidable and not void, although there is very respectable authority to the contrary. 22 CYC. 1172. On the precise point decided in the principal case there is a direct conflict. BREWSTER, CONVEYANCING, § 347; also see 19 L. R. A. 489, 492. In accord with the principal case, first as to the protection accorded the bona fide purchaser and second, as to the relief granted, see *Sprinkle* v. *Wellborn,* 140

N. C. 163, 52 S. E. 666, 3 L. R. A. (N. S.) 174. In support of the first point see *Greenslade* v. *Dare*, 20 Beav. 289; *Odom* v. *Riddick*, 104 N. C. 515, 520, 10 S. E. 609, 17 Am. St. Rep. 686, 7 L. R. A. 118; *Logan* v. *Vanarsdale*, 27 Ky. Law Rep. 822, 86 S. W. 186. The federal courts take the opposite view and lay down the doctrine that the deed of a person non compos mentis is absolutely void, and consequently a bona fide purchaser from the grantee of the insane grantor takes no title. *German Savings & Loan Society* v. *De Lashmuth*, 67 Fed. 399. Also see *Hull* v. *Louth*, 109 Ind. 315, 10 N. E. 270, 58 Am. Rep. 405; *Gray* v. *Turley*, 110 Ind. 254, 11 N. E. 40; *Wilkinson* v. *Wilkinson*, 129 Ala. 279, 30 South. 578; *Galloway* v. *McLain*, 131 Ala. 280, 31 South. 603; *Van Dennison* v. *Sweet*, 51 N. Y. 378. Again, the mortgagees of the grantee of an insane person cannot be considered bona fide purchasers, so as to uphold the deed. *Rogers* v. *Blackwell*, 49 Mich. 192; *Hovey* v. *Hobson*, 53 Me. 451, 89 Am. Dec. 705. The insane grantor is required to restore only the benefits which he has received from the transaction and the grantee of the grantee of the insane grantor must rely on the covenants of his deed for restitution. *McKenzie* v. *Donnell*, 151 Mo. 461, and in some cases the grantor need make no restitution at all. *Crawford* v. *Scovell*, 94 Pa. St. 348, 39 Am. Rep. 766. It is absurd to annul the bargain because of mental incompetency, and yet to require the insane grantor to manage the proceeds so wisely that they will be forthcoming at the time of annulment. *Dewey* v. *Allgire*, 37 Neb. 6, 55 N. W. 270, 40 Am. St. Rep. 468.

INSURANCE—EFFECT OF SUICIDE.—Deceased killed himself at a time when he was, as found by the jury, insane. In an action on his insurance policy, which provided that if death occurred through self destruction, whether while sane or insane, all claims should be null and void, *Held*, the beneficiary could recover. *Fraternal Relief Ass'n* v. *Edwards* (1911), — Ga. App. —, 70 S. E. 265.

In legal contemplation suicide or culpable self destruction during a period of insanity is impossible, hence no matter what the wording of the policy may be it is not avoided by such a death. A more puzzling question is presented when a sane man commits suicide. The supreme court considered this problem in *Ritter* v. *Mut. L. Ins. Co.*, 169 U. S. 139, and concluded that the policy was avoided. This conclusion is based on four propositions: (1) An implied condition in the contract against self destruction. (2) Death from suicide was not contemplated by the parties. (3) Payment of the policy under such conditions would be contrary to public policy, as tending to encourage self destruction, and even if expressly provided for, payment would be prevented. (4) Reasoning from analogy, a fire insurance policy is vitiated when the owner burns the building. The case of *Campbell* v. *Supreme Conclave, Etc.*, 66 N. J. L. 274, takes issue with the supreme court and attempts to answer the propositions advanced. This court says: (1) Suicide is not impliedly excepted since (a) there are no implied exceptions in favor of the insurer and (b) the history of insurance shows that suicide is covered. (2) Suicide was contemplated, or at least reckoned with by the insurer in fixing the rate since the mortality tables include suicide as a risk as well as acci-